

Remarks

Claims 1-20 were pending in the application and were rejected. By this paper, Applicants propose to amend claims 1 and 13, and reconsideration of the claims is respectfully requested.

Rejection Under 35 U.S.C. § 102

Claims 1-6, 8 and 9 were rejected under § 102(b) as being anticipated by U.S. Patent No. 5,679,938 to Templeton, et al. (“Templeton”).

By this paper, Applicants propose to amend claim 1 to include features of claim 4. More specifically, Applicants propose amending claim 1 so that it recites automatically printing a mark on a document using a printer in communication with the terminal, wherein the mark corresponds with the sign so as to indicate the authorization status of the negotiable instrument, “and wherein the mark indicates that the negotiable instrument is not authorized for encashment.”

By contrast, Templeton discloses writing or printing a “multi-digit approval code” on a check if the check is to be accepted. (*See*, col. 4, ll. 47-63, of Templeton.) Thus, amended claim 1 and the associated dependent claims are believed to be allowable.

Rejection Under 35 U.S.C. § 103

Claim 7 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Templeton. Claims 10-20 were rejected under § 103(a) as being unpatentable over Templeton in view of U.S. Patent No. 5,897,625 to Gustin, et al. (“Gustin”).

Regarding claim 7, that claim depends from claim 1 and is believed to be allowable for at least the reasons discussed above concerning claim 1. Furthermore, claim 7

recites that the step of automatically printing a mark, which mark indicates that the negotiable instrument is not authorized for encashment according to proposed claim 1, comprises “automatically printing a bar code on the document.” Thus, claim 7 is believed to be further distinguished from Templeton.

Regarding claims 10 and 11, those claims also depend from claim 1 and are believed to be allowable for at least the reasons discussed above concerning claim 1.

Regarding claim 12, that claim recites “automatically printing processing instructions on the negotiable instrument if the sign indicates that the negotiable instrument is not authorized for encashment.” As a non-limiting example of such processing instructions, the application discloses automatically printing “POSSIBLE COUNTERFEIT INSTRUMENT, CALL CUSTOMER SERVICE” (*see*, page 7 of the Application). Because the above features of claim 12 are not disclosed in either Templeton or Gustin, the § 103(a) rejection of claim 12 is believed to be improper and should be withdrawn.

Likewise, claim 20 recites a system including a host computer that is “operative to issue processing instructions to the terminal if the negotiable instrument is not authorized for encashment,” and a printing device that is “operative to automatically print the processing instructions on the negotiable instrument if the negotiable instrument is not authorized for encashment.” Because these features are not disclosed in the cited references, taken alone or in combination, the § 103(a) rejection of claim 20 is believed to be improper and should be withdrawn.

Regarding claim 13, Applicants propose to amend claim 13 in a manner similar to claim 1. Specifically, Applicants propose to amend claim 13 to recite a printing device in communication with the terminal that automatically prints a mark on a document, wherein the mark corresponds with the sign so as to indicate the authorization status of the negotiable instrument, “and wherein the mark indicates that the negotiable instrument is not authorized for encashment.” Because this combination of features is not disclosed in the cited references,

taken alone or in combination, proposed claim 13 and the associated dependent claims are believed to be allowable.

Conclusion

Applicants respectfully request entry of this amendment to put the application in condition for allowance. If any additional issues need to be resolved, the Examiner is invited to contact the undersigned at his earliest convenience.

No fee is believed to be due as a result of the filing of this paper. The Commissioner is hereby authorized, however, to charge any required fees or credit any overpayments to our Deposit Account No. 02-3978.

Respectfully submitted,

MAURA A. FITZGERALD, et al.

By /Mark E. Stuenkel/

Mark E. Stuenkel

Reg. No. 44,364

Attorney/Agent for Applicants

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BROOKS KUSHMAN P.C.
1000 Town Center, 22nd Floor
Southfield, MI 48075-1238
Phone: 248-358-4400
Fax: 248-358-3351